

*Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495*



STATE OF VERMONT

Department of Vermont Health Access

REQUEST FOR PROPOSALS

- for -

CONSUMER EXPERIENCE OF CARE SURVEYS

Date of Issuance: August 13, 2010

Proposal Due Date: September 16, 2010 4:00 PM EST

RFP FOR CONSUMER SATISFACTION SURVEYS
TABLE OF CONTENTS

| | <u>Page</u> |
|---|--------------------|
| SECTION 1.0 - INTRODUCTION | 1 |
| SECTION 2.0 – RFP GUIDELINES | 1 |
| 2.1 RFP ADMINISTRATION | 1 |
| 2.2 PROCUREMENT TIMETABLE | 1 |
| 2.3 COMMUNICATIONS | 2 |
| 2.4 PROPOSALS | 2 |
| SECTION 3.0 – BID PROPOSAL | 4 |
| 3.1 SCOPE OF WORK | 4 |
| 3.2 COST PROPOSAL | 5 |
| SECTION 4.0 – OTHER CONTRACTOR DUTIES | 6 |
| SECTION 5.0 – STATE RESPONSIBILITIES | 6 |
| SECTION 6.0 – OTHER CONTRACT PROVISIONS | 6 |
| SECTION 7.0 – PROPOSAL EVALUATION AND SELECTION | 9 |
| Appendix A - CUSTOMARY STATE CONTRACT PROVISIONS | 11 |
| Appendix B- BUSINESS ASSOCIATES AGREEMENT | 16 |
| Appendix C- OTHER CONTRACT PROVISIONS | 23 |
| Appendix D – CHRONIC CARE SURVEY | 28 |
| Appendix E – CERTIFICATE OF COMPLIANCE | 33 |

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS
RFP FOR CONSUMER SATISFACTION SURVEYS**

Issued: August 13, 2010

SECTION 1: INTRODUCTION

1.1 PURPOSE OF REQUEST FOR PROPOSAL

The State of Vermont, Department of Vermont Health Access (DVHA) is seeking assistance in assessing consumer experience of care through a number of surveys. DVHA will contract with a vendor to conduct consumer experience of care surveys during the next three years. The vendor is expected to be NCQA certified as a CAHPS vendor.

1.2 BACKGROUND

The DVHA is the Medicaid agent for Vermont. In 2005, the State of Vermont carried out a broad-based reform of its Medicaid program, through implementation of a Section 1115 research and demonstration waiver, called the Vermont Global Commitment to Health. Under the waiver, beneficiaries are enrolled into a managed care system operated by DVHA as the Managed Care Entity. The terms and conditions of the 1115 waiver require the successful completion of consumer experience of care surveys of beneficiaries covered under the waiver.

SECTION 2: RFP GUIDELINES

2.1 ADMINISTRATION OF THE RFP

This RFP is issued by the State of Vermont, Department of Vermont Health Access. All letters of intent, questions and requests for clarifications should be submitted in writing to the Contract Administrator:

Russell Frank
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495
Telephone: (802) 879-5932
E-Mail: Russell.Frank@AHS.State.VT.US

2.2 PROCUREMENT TIMETABLE

The proposed timetable is as follows:

| | |
|-----------------------------------|-------------------|
| Request for cost proposal issued: | August 13, 2010 |
| Written questions due COB: | August 23, 2010 |
| Responses to questions COB: | September 3, 2010 |

| | |
|--|--------------------------------|
| Closing date for receipt of proposals: | September 16, 2010 4:00 PM EST |
| Public bid opening: | September 16, 2010 4:30 PM EST |
| Award date: | November 5, 2010 |
| Finalized contract signed: | December 10, 2010 |
| Notice to unsuccessful bidders: | December 17, 2010 |
| Contractor commences work: | January 1, 2011 |

2.3 COMMUNICATIONS

2.31 Communication Restrictions

From the issue date of this RFP until a contractor is selected and announced, bidders may only communicate with Contract Administrator for information and clarification.

2.4 PROPOSALS

2.41 General Guidelines

Costs for the development of proposals are the sole responsibility of the bidders. All proposals become the property of the State of Vermont and will be a matter of public record after a contract has been awarded.

Bidders must include a statement in the proposal certifying that the price was arrived at without any conflict of interest.

Four (4) printed copies of the proposal must be submitted in a sealed package marked "DVHA CONSUMER EXPERIENCE OF CARE SURVEY PROPOSAL". The bidder shall provide one original signed copy that is marked ORIGINAL. In addition, bidders will provide an electronic copy of the proposal on a CD.

Proposals shall be mailed or delivered to Russell Frank, Department of Vermont Health Access, 312 Hurricane Lane, Suite 201, Williston, VT 05495.

The State reserves the right to accept or reject any or all bids.

2.42 Proposal Format

Proposals should be prepared simply and economically, providing straightforward, concise descriptions of how the bidder proposes to meet the requirements of the RFP.

2.43 Transmittal Letter

To be considered, the proposal must be accompanied by a transmittal letter signed in ink by an official of the bidding organization authorized to bind the bidder to the provisions of the proposal.

The signed transmittal letter must be included in the proposal marked ORIGINAL. It must include a statement that the bidder agrees to the standard State contract requirements in Attachments C, E and F; which are included under Section 6. The transmittal letter must also be accompanied by a “bidder information sheet” containing the following information:

- Name of the company or individual
- Mailing address
- Street address (for FEDEX or other mail service)
- Company Federal ID Number (or if an individual, social security number)
- Vermont Department of Taxes Business Account Number (if any)
- Bid amount
- Name and title of person who would sign the contract
- Name and title of the company contact person (if different)
- For contact person:
 - direct telephone number
 - fax number
 - email address

Unsuccessful bidders will be notified after a contract has been secured.

2.44 Corporate Qualifications

Bids shall include evidence of bidder’s current or past experience in conducting consumer experience of care surveys. The bidder shall include evidence of certification by NCQA as a CAHPS vendor. In addition, the bidder shall include the name and a one paragraph biography of each principal person who will be assigned to this project.

2.45 References

Proposals shall include at least three (3) business references, preferably Medicaid agencies with consumer experience of care survey or CAHPS survey experience. Each reference shall include the name, address and phone number of the client organization and of the responsible project administrator familiar with the bidder's performance. Additional references will need to be provided if requested by the State.

2.46 Scope of Work

The work plan should be responsive to the requirements set out in Section 3.1. The work plan narrative should be no more than seven (7) pages in length, single-spaced, and should include a timeline with key milestones from the beginning to completion of a survey.

2.47 Cost Proposal

Cost proposals should include estimates for each element of service requested and a total. The cost proposal should respond to the requirements set out in Section 3.

SECTION 3: BID PROPOSAL

3.1 SCOPE OF WORK

The Department of Vermont Health Access (DVHA) needs to survey the various populations in its Global Commitment to Health program over the next three years. This contract will be for three years, with one possible one-year renewal period. DVHA is requesting bids on three consumer experience of care surveys. The vendor is expected to be NCQA certified as a CAHPS vendor. In general, the surveys will follow the CAHPS guidelines. It is also expected that the method of data collection will be by mail with telephone follow up, if necessary.

The first survey is a child CAHPS Health Plan Survey 4.0 Medicaid Version, to be completed by June 2011 and June 2012. The survey must include the child supplemental topics on dental care, access to a specialist, and care coordination from other health care providers. The survey will be administered in such a manner as to obtain 300 completed surveys statewide. The DVHA will draw the sample frame of 600+ individuals for the vendor. DVHA requires a response rate of 50% or better. The 2012 child CAHPS Health Plan Survey may not be fielded. DVHA will decide in the fall of 2011 on whether to field the survey or not.

The second survey is a CAHPS-like survey to be completed by December 9, 2011. In the past, DVHA has surveyed consumers participating in the Vermont Chronic Care Initiative. A copy of the past survey instrument is found in Appendix D. The survey will be administered in such a manner as to obtain 300 completed surveys statewide. The exact survey questions and sample population will be finalized in mid-August 2011. The DVHA will draw the sample frame of 600+ individuals for the vendor. DVHA requires a response rate of 50% or better.

The third survey will be an adult CAHPS Health Plan Survey 4.0 Medicaid Version to be completed June 2012. DVHA may want to add a few additional questions to the standard CAHPS survey based on consultation with the successful bidder. The survey will be administered in such a manner as to obtain 300 completed surveys statewide. The DVHA will draw the sample frame of 600+ individuals for the vendor. DVHA requires a response rate of 50% or better.

The CAHPS 4.0 survey data will be submitted to the National CAHPS Benchmarking Database (NCBD) in a format acceptable to the NCBD for comparison and analysis. The surveys must be completed and the data transmitted to the NCBD by the final NCBD Medicaid date to successfully complete the project.

The proposal shall include a detailed work plan, including time lines and deliverables, which describe how the Contractor proposes to address the requirements set out in the following tasks:

Task 1: Project Management

The proposal shall identify the project manager and key implementation staff to be assigned to the project and set out a timeline for key milestones. Also, the proposal must describe how progress will be reported to DVHA.

Task 2: Planning for Data Collection

The proposal shall describe the key steps and dates needed to get the survey ready for fielding. This would include how the enrollee sample is to be drawn (by the DVHA), responsibility for data cleaning and filling, etc. The proposal should describe all key steps and a timeline for the data collection protocol, such as timing of the advance letter, sending of questionnaire/cover letter, etc.

Task 3: Data Collection

The proposal shall describe in detail the mode of data collection. If the mode is not mail with phone follow up, an explanation must be provided. Quality control procedures should also be described.

Task 4: Data Preparation and Submission

The proposal should indicate that the results of the survey will be transmitted to the NCBD. The data shall be formatted in a manner acceptable to the NCBD. All other NCBD required information shall be provided in a timely fashion.

Task 5: Reports

The proposal shall indicate that a report to the DVHA will be made upon completion of each survey that includes a brief description of the sample frame size, the response rate calculations, when the project milestones were achieved, the survey response data file, and the date that the data file was accepted by the NCBD, as appropriate. While no data analysis is required for the data submitted to DVHA, it should include a tally for all questions as indicated in the below example.

| | | | |
|--|-----|------|------|
| In the last 6 months, did you get care from a doctor or other health provider besides your personal doctor? | # | % | % |
| Yes (1) | 149 | 42% | 61% |
| No (2) | 96 | 27% | 39% |
| Appropriately Skipped (7) | 90 | 25% | |
| Not Ascertained (9) | 19 | 5% | |
| Total | 354 | 100% | 100% |
| | | | |
| In the last 6 months, how often did your personal doctor seem informed and up-to-date about the care you got from these doctors or other health providers? | # | % | % |

| | | | |
|---------------------------|-----|------|------|
| Never (1) | 10 | 3% | 7% |
| Sometimes (2) | 31 | 9% | 20% |
| Usually (3) | 41 | 12% | 27% |
| Always (4) | 71 | 20% | 46% |
| Appropriately Skipped (7) | 176 | 50% | |
| Not Ascertained (9) | 25 | 7% | |
| Total | 354 | 100% | 100% |

In order to successfully complete the project, an adjusted response rate of 50% or greater must be achieved and clean data from the survey must be submitted to the NCBD in a format acceptable to the NCBD by the deadline or later if acceptable to the NCBD and to DVHA.

3.2 COST PROPOSAL

Cost proposals should include the bid price for each survey and a total bid price for all surveys. The proposal may format the costs in the manner most suitable to their proposal.

SECTION 4: OTHER DUTIES OF THE CONTRACTOR

4.1 LIAISON

The contractor shall effect and maintain liaison and cooperate fully with designated State personnel with respect to the direction and performance of the Contractor's contractual responsibilities.

4.2 PROBLEM DISCOVERY AND REPORTING REQUIREMENTS

The contractor shall no later than three (3) days from discovery of any problem which may jeopardize the successful completion of its obligations, notify the State in writing of the problem, including in such notice the Contractor's recommendation for expeditious resolution of the problem.

4.3 SECURITY

The Contractor shall provide for the safe and secure storage of all files and records.

SECTION 5: DEPARTMENT OF VERMONT HEALTH ACCESS RESPONSIBILITIES

5.1 PAYMENT

The State will make payment to the Contractor within thirty (30) days of receipt of a properly completed invoice for services consistent with the contract provisions. The State will make payment for each completed survey. Final payment will be made subject to successful completion

of the contract. The State will withhold 10% of each payment pending satisfactory completion of the contract.

5.2 TERM OF THE CONTRACT

The term of the Contract is expected to be from January, 2011 to December 31, 2012.

SECTION 6: OTHER CONTRACT PROVISIONS

6.1 CONTRACT

The contract between the State of Vermont and the Contractor shall include the Request for Proposal (RFP) and any amendments thereto, and (2) the Contractor's proposal submitted in response to the RFP and any amendments subsequently negotiated between the Department of Vermont Health Access and the bidder. The State reserves the right to clarify any contractual relationships in writing, with the concurrence of the contractor.

6.2 WAIVER

No covenant, condition, duty, obligation or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties.

6.3 CONTRACT VARIATIONS

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

6.4 TERMINATION OF THE CONTRACT

The Contract may be terminated by:

1. Mutual written agreement of the State and Contractor
2. By the State, in whole, or in part whenever the Contractor shall materially default in the performance of the Contract terms and shall fail to cure such default within a period of thirty (30) days (or such longer periods as the State may allow) after receipt of notice from the State specifying the default.
3. By the State, in whole, or in part, whenever for any reason the State shall determine that such termination is in the best interest of the State. The State shall provide Contractor thirty (30) days notice of such action.

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the Termination and the effective date of such termination, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice.
2. Assign to the State in the manner and to the extent directed by the Contract Administrator all of the right, title and interest of the Contractor under the orders or subcontracts so terminated, in which case the State shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
3. With the approval of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the contract.
4. Transfer title to the State (to the extent that the title has not been transferred) and deliver all files, processing systems, data manuals and other documentation that relate to the work terminated by the Notice, as directed by the Contract Administrator.
5. Complete the performance of such part of the work as shall not have been terminated by the Notice.
6. Take such action as may be necessary for the protection and preservation of the property related to this contract which is in the possession or control of the Contractor, and in which the State has or may acquire an interest.

The Contract Administrator shall receive any termination claim from the Contractor in the form and with the certification prescribed by the Contract Administrator. Claims shall be submitted promptly and no later than one month from the effective date of termination.

6.5 CONTRACTOR PERSONNEL

The State shall approve any permanent or temporary changes to or deletions from the Contractor's management, supervisory and key professional personnel, unless such personnel are no longer employed by or under contract to the Contractor.

6.6 OWNERSHIP OF INFORMATION

6.61 General Terms of Ownership

The state shall own and retain unlimited rights to use, disclose or duplicate all information and data developed, derived, documented, stored or furnished by the contractor under this contract.

6.62 Confidentiality of Information

The Contractor, its officers, agents and employees and subcontractors, shall treat all information, which is obtained by it through its performance under this Contract, as confidential information to the extent required by the laws of the State of Vermont and the United States. Individual identifiable information shall not be disclosed without prior written approval of the Contract Administrator. The use of information obtained by the Contractor in the performance of its duties under this agreement shall be limited to purposes directly related to the requirements of the contract.

6.63 Publication of Information

Any publicity given to the services provided by the contractor under this contract, including but not limited to notices, information pamphlets, press releases, research, reports or other publications prepared by or for the contract shall not be released in written or oral form without prior approval from the Contractor Administrator. In no way shall the contractor represent itself directly or by inference as a representative of the state except within the confines of its role as contractor.

6.64 Inspection of Work Performed

The State or an authorized representative shall, at all reasonable times, have the right to enter into Contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide access to all reasonable facilities and assistance for State representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

6.7 OTHER TERMS AND CONDITIONS

6.71 Disputes

Any dispute concerning performance of the contract shall be decided by the Contract Administrator. This decision shall be final and conclusive unless within thirty days from the date of service the Contractor files a petition for administrative hearing addressed to the Secretary of the Agency of Human Services.

6.72 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the State prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

SECTION 7: PROPOSAL EVALUATION AND SELECTION

7.1 PROPOSAL EVALUATION

The State will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP.

7.11 Phases of the Evaluation

The evaluation will consist of the following elements:

1. Evaluation of Minimum Requirements
2. Evaluation of References and Qualifications
3. Evaluation of the Scope of Work
4. Evaluation of the Cost Proposal

7.12 Phase 1: Evaluation of Minimum Requirements

The purpose of this phase is to determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the organization and its experience. Proposals must comply with the instructions to bidders contained in Sections 2 and 3. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

1. The proposal must have been received as provided in Section 2 before the closing of acceptance of proposals and in the number of copies specified.
2. The proposal contains a transmittal letter as provided in Section 2.43.
3. The proposal must respond to the requirements as provided in Section 3.1 and include a cost proposal as outlined in Section 3.2.
4. RFP General Terms and Conditions and other Contract terms must be accepted as outlined in section 2.43.

7.13 Phase 2: References and Qualifications

The State will evaluate bids to confirm evidence of bidder's current or past certification by NCQA as a CAHPS vendor and assess the experience, corporate resources, and qualifications of the bidder and any subcontractors. If necessary, additional references will be requested.

7.14 Phase 3: Evaluation of Scope of Work

For each proposal considered, the scope of work will be examined to determine the extent to which they will meet the requirements of the RFP and objectives of the State. Any work plan that is incomplete or in which there is significant inconsistency or inaccuracy may be rejected by the State. The State reserves the right to reject all proposals.

7.15 Phase 4: Evaluation of Cost Proposal

For each proposal considered, the cost proposal will be examined to determine the extent to which they will meet the requirements of the RFP and objectives of the State. Any cost proposal that is incomplete or in which there is significant inconsistency or inaccuracy may be rejected by the State. The State reserves the right to reject all proposals.

7.2 PROPOSAL SELECTION

The DVHA Commissioner will make the final selection of the contractor. The selected contractor will be requested to enter into negotiation with the State on detailed work plans, deliverables and timetables. If negotiations do not result in a signed contract, the State will make another selection. Bidders will be notified of the selection. If all proposals are rejected, all bidders will be notified. Proposals made by bidders will not be made available to other bidders until after a contract is completed and filed with the appropriate state agency.

Appendix A
ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall

be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$_____ per occurrence, and \$_____ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the **Finance & Management Web page at:** <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
13. **Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

**Appendix B
Attachment E
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT, OFFICE, OR DIVISION OF (_____)INSERT DEPARTMENT, OFFICE, OR DIVISION) (“COVERED ENTITY”) AND (_____)INSERT NAME OF THE CONTRACTOR (“BUSINESS ASSOCIATE”) AS OF (_____)INSERT DATE (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (“Privacy Rule”) and the Security Standards at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

- 1. Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term “Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term “Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term “Breach” means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. “Compromises the security or privacy of the PHI” means poses a significant risk of financial, reputational or other harm to the individual.

- 2. Permitted and Required Uses/Disclosures of PHI.**

- 2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

- 2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with

such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a “Business Associate” to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as “Business Associate” to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.
4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.
5. **Documenting and Reporting Breaches.**
 - 5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
 - 5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.
 - 5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment

shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

6. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.

7. **Providing Notice of Breaches.**

- 7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.
- 7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
- 7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).
- 7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.

8. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written

agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

9. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
10. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
11. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
12. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.
13. **Termination.**
 - 13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.

- 13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

14. Return/Destruction of PHI.

- 14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.
- 14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

15. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

16. Security Rule Obligations. The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

- 16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

- 16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.
- 16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.
- 16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. Miscellaneous.

- 17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of

Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a “Business Associate” of Covered Entity under the Privacy Rule.

- 17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(AHS Rev: 1/25/10)

APPENDIX C
ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's 2-1-1. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Office of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Office of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal

guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911 (c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make

every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
 1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.
15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of

applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12-08-09

Appendix D



OVHA CHRONIC HEALTH CARE SUPPORT SERVICES

2008 Survey

All information that would let someone identify you or your family will be kept private. WB&A Market Research will not share your personal information with anyone without your OK. You may choose to answer this survey or not. If you choose not to, this will not affect the benefits you get.

You may notice a number on the back of this survey. This is ONLY used to let us know if you returned your survey so we don't have to send you reminders.

If you want to know more about this study, please call 1-800-593-1102, ext. 115VT

- ◆ Answer all the questions by checking the box to the left of your answer.
- ◆ You are sometimes told to skip over some questions in this survey. When this happens you will see an arrow with a note that tells you what question to answer next, like this:

- ☒ Yes → Go to Question 1
- ☐ No

*Our records show that you received support services from a **health coach** from the Vermont Health Access Chronic Care Management program by APS Healthcare in the last 12 months.*

1. Did the health coach encourage you to talk about your current health care condition(s) or any other general health care concerns?

- 1 ☐ Yes
- 2 ☐ No

2. How often did the health coach listen carefully to you?

- 1 ☐ Never
- 2 ☐ Almost Never
- 3 ☐ Sometimes
- 4 ☐ Usually
- 5 ☐ Almost Always
- 6 ☐ Always

CURRENT HEALTH CONDITIONS

3. Did you need the health coach's help in making changes to manage your current health condition?

- 1 ☐ Yes

2 ☐ No → Go to Question 6

4. Did the health coach give you the help you needed to make changes to manage your current health condition?

1 ☐ Yes

2 ☐ No → Go to Question 6

5. Please rate your agreement that you have been able to maintain the lifestyle changes you have made for your health condition.

1 ☐ Strongly Agree

2 ☐ Agree

3 ☐ Disagree

4 ☐ Strongly Disagree

6. How often did the health coach give you instructions that were easy to understand about taking care of your health condition?

1 ☐ Never

2 ☐ Almost Never

3 ☐ Sometimes

4 ☐ Usually → Go to Question 8

5 ☐ Almost Always → Go to Question 8

6 ☐ Always → Go to Question 8

7. Were the explanations the health coach gave you about each of the following hard to understand?

a) Your health condition(s)?

1 ☐ Yes

2 ☐ No

3 ☐ Does Not Apply

b) The reason for a treatment?

1 ☐ Yes

2 ☐ No

3 ☐ Does Not Apply

c) What a medicine was for?

1 ☐ Yes

2 ☐ No

3 ☐ Does Not Apply

d) How to take a medicine?

1 ☐ Yes

2 ☐ No

3 ☐ Does Not Apply

e) Managing your care?

1 ☐ Yes

2 ☐ No

3 ☐ Does Not Apply

f) What to do if a condition got worse or came back?

1 ☐ Yes

2 ☐ No

3 ☐ Does Not Apply

PREVENTIVE HEALTH CARE

8. Did you and the health coach talk about a healthy diet and healthy eating habits?

1 ☐ Yes

2 ☐ No

9. Did you and the health coach talk about the exercise or physical activity you get?

1 ☐ Yes

2 ☐ No

10. If you smoke, did you and the health coach talk about smoking or tobacco use?

1 ☐ Yes

2 ☐ No

3 ☐ Do Not Smoke

11. Did you and the health coach talk about things in your life that worry you or cause you stress?

1 ☐ Yes

2 ☐ No

12. Did you and the health coach talk about whether there was a period of time when you felt sad, empty or depressed?

1 ☐ Yes

2 ☐ No

13. For any of the topics covered in questions 8 through 12, did you need help from the health coach to make changes in your lifestyle?

- 1 ☐ Yes
2 ☐ No → Go to Question 15

14. Did the health coach give you the help you needed to make those changes?

- 1 ☐ Yes
2 ☐ No

WRITTEN MATERIALS

15. Did the health coach provide a fact sheet or other written educational materials about your current health condition or other health concerns?

- 1 ☐ Yes
2 ☐ No → Go to Question 18

16. How often did you find the content of these materials helpful?

- 1 ☐ Never
2 ☐ Almost Never
3 ☐ Sometimes
4 ☐ Usually
5 ☐ Almost Always
6 ☐ Always

17. How often did you find the content of these materials easy to understand?

- 1 ☐ Never
2 ☐ Almost Never
3 ☐ Sometimes
4 ☐ Usually
5 ☐ Almost Always
6 ☐ Always

MANAGING YOUR HEALTH

Please rate your agreement with each statement below.

18. The health coach seemed to know the important information about my medical history.

- 1 ☐ Strongly Agree
2 ☐ Agree
3 ☐ Disagree
4 ☐ Strongly Disagree

19. The health coach was as thorough as I thought I needed.

- 1 ☐ Strongly Agree
2 ☐ Agree
3 ☐ Disagree
4 ☐ Strongly Disagree

20. I am confident that I can take actions that will help prevent or minimize some symptoms or problems associated with my health condition.

- 1 ☐ Strongly Agree
2 ☐ Agree
3 ☐ Disagree
4 ☐ Strongly Disagree

21. When all is said and done, I am the person responsible for managing my health condition.

- 1 ☐ Strongly Agree
2 ☐ Agree
3 ☐ Disagree
4 ☐ Strongly Disagree

22. I have confidence in my ability to manage my health condition.

- 1 ☐ Strongly Agree
2 ☐ Agree
3 ☐ Disagree
4 ☐ Strongly Disagree

OVERALL

23. Based on your experience, would you recommend health coach services to a friend or relative with a chronic health problem?

- 1 ☐ Yes
2 ☐ No

24. Is there anything else you would like to share about your experience with the health coach?

ABOUT YOU

25. In general, how would you rate your overall health?

- 1 ☐ Excellent
2 ☐ Very Good
3 ☐ Good
4 ☐ Fair
5 ☐ Poor

26. In the past 12 months, have you seen a doctor or other health provider 3 or more times for the same condition or problem?

- 1 ☐ Yes
2 ☐ No

27. In the past 12 months, have you been to the emergency room?

- 1 ☐ Yes
2 ☐ No

28. What is your age?

- 1 ☐ 18 to 24
2 ☐ 25 to 34
3 ☐ 35 to 44
4 ☐ 45 to 54
5 ☐ 55 to 64
6 ☐ 65 to 74
7 ☐ 75 or older

29. Are you male or female?

- 1 ☐ Male
2 ☐ Female

30. What county do you live in?

- 1 ☐ Addison
2 ☐ Bennington
3 ☐ Caledonia
4 ☐ Chittenden
5 ☐ Essex
6 ☐ Franklin
7 ☐ Grand Isle
8 ☐ Lamoille
9 ☐ Orange
10 ☐ Orleans
11 ☐ Rutland
12 ☐ Washington
13 ☐ Windham
14 ☐ Windsor
15 ☐ Out of State

THANK YOU

Please return the completed survey in the postage-paid envelope.
It doesn't need a stamp. If you want more information about the survey, please call
1-800-593-1102, ext. 115VT

Appendix E

RFP/PROJECT:
DATE:

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? _____ Yes _____ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

E-mail: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

All returned quotes and related documents must be identified with our request for quote number.